

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

RICARDO A. GOMEZ and DEBORA
GOMEZ,

Plaintiffs,

v.

CAVALRY PORTFOLIO SERVICES, LLC,
And CAVALRY SPV I, LLC,

Defendants.

Case No. 1:14 cv 09420

**PLAINTIFFS' RESPONSES TO DEFENDANTS
ADDITIONAL STATEMENT OF MATERIAL FACTS**

Plaintiffs Ricardo and Debora Gomez (collectively, "Plaintiffs"), by counsel, submit this response to defendants' additional statement of material facts pursuant to Local Rule 56.1:

1. Plaintiffs understood that in exchange for being granted credit for purchases, they promised to pay interest.

Response: Admit that plaintiff Ricardo Gomez generally understood that interest is charged to credit card accounts.

2. Federal regulations mandate that BOA charge off delinquent credit card accounts after 180 days; but [REDACTED]

Response: Admit.

3. BOA [REDACTED]

Response: Admit.

4. Beginning in 2007, [REDACTED]

[REDACTED]

Response: Admit. [REDACTED]

[REDACTED]

5. But [REDACTED]

[REDACTED].

Response: Deny. This is not a fact but a legal conclusion and attorney for plaintiff objected as such when the question was asked. (Deposition of Andrew Walch (“Walch Tr.”) 41:21-42:4, attached as Exhibit B to Defendants Statement of Additional Material Facts). Further, BoA’s testimony was [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. BOA believes [REDACTED]

[REDACTED]

Response: Admit. However, BoA’s testimony [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. (Walch Tr. 41:21-42:4, attached as Exhibit B to Defendants Statement of Additional Material Facts)

BOA's cardholder

Response: Deny.

(Walch Tr. 41:12-20, attached as Exhibit B to Defendants Statement of Additional Material Facts).

In determining how much interest to compute as due on an account,

Response: Deny.

(Deposition of Alfred Brothers ("Brothers Tr.") 17:9-18:1., attached as Exhibit C to Defendants Statement of Additional Material Facts).

9. For Plaintiffs' Account,

Response: Admit.

10. Plaintiffs never considered or contemplated that BOA may have waived interest until they received correspondence from CPS and spoke with their attorney about it.

Response: Deny. Plaintiff further testified that she believed that interest had ceased when BoA stopped trying to collect the debt and ceased sending periodic statements.

(Deposition of Debora Gomez, (“Debora Tr.”) 47:16-48:3, attached as Exhibit E to Defendants Statement of Additional Material Facts).

Respectfully submitted,

Ricardo and Debora Gomez

By: /s/ Emiliya Gumin Farbstein
One of their Attorneys

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CERTIFICATE OF SERVICE

Emiliya Gumin Farbstein, an attorney, certifies that on September 6, 2017, she electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to the following:.

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